

**DEPARTMENT OF TECHNOLOGY SERVICES**

P.O. BOX 1810

RANCHO CORDOVA, CA 95741-1810

(916) 739-7514 (Office)

(916) 451-0780 (Fax)



April 1, 2008

**RE: 2008/2009 Agreement Package for Non-State Customers**

The Department of Technology Services (DTS) 2008/2009 Agreement package is enclosed for your review and signature.

Annual Agreements are normally established on a fiscal year basis (July 1 – June 30), however, they may cover any time period and may be completed for multiple years. All fiscal year Agreements must be renewed prior to the beginning of each fiscal year and multi-year Agreements are renewed prior to the end of their term. Please note, the expiration date on all approved Agreements may be extended by an amendment by submitting a Standard Agreement (STD 213) in advance of the expiration date.

Services will be billed in accordance with the DTS' billing rates, as posted on the DTS web site at:

<http://www.dts.ca.gov/customers/rates.asp?key=23>. All Customers are required to submit timely payments in order to avoid interruption of services.

The DTS will make every effort to assist Customers in executing Agreements in a timely manner. Please note at the close of each fiscal year, the status of every Agreement will be reviewed by the DTS. Services rendered and invoiced without payment, regardless of the status of the Agreement, are subject to collection.

The DTS has developed a service catalog describing its services and associated Service Level Agreements (SLAs). The catalog was first published in July 2007, and will be referenced in the 2008/09 IAA. The catalog and SLAs will be enhanced on an on-going basis and will be available via the DTS web site.

**The DGS State Contracting Manual, Volume 1, 3.05, requires Agreements with county, city, district, or other local public bodies, be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body which, by law, has authority to enter into the proposed Agreement whereby authorizing execution of the Agreement. Please ensure a copy of such documentation is submitted with your completed Agreement package. Lack of such documentation will result in a delay of execution.**

Please complete four (4) Agreement packages with original signatures no later than June 1, 2008, and return to:

Department of Technology Services  
Administrative Services Branch  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810  
Attention: DTS IAA Coordinator (Y-18)

Once the Agreement package is fully executed, three (3) original copies will be returned to the attention of the designated Contract Analyst (Exhibit G, Page 1 of 1).

If you have any questions, please contact the DTS IAA Coordinator, at (916) 739-7514, or by email at [iaacoordinator@dts.ca.gov](mailto:iaacoordinator@dts.ca.gov).

A handwritten signature in black ink, appearing to read 'Glen S. Matsuoka'.  
**Glen S. Matsuoka**, Deputy Director  
Administration Division

Enclosures

## **AGREEMENT INSTRUCTIONS**

**These instructions apply to Agreements submitted by customers for services beginning on or after July 1, 2008.**

The entire Agreement package is available to download from the DTS web page at: <http://www.dts.ca.gov/Customers/services.asp?key=22>.

### **STANDARD 213 - STANDARD AGREEMENT**

- The Standard 213 is the cover page for the Agreement to which the exhibits are attached.
- Sections titled "STATE AGENCY NUMBER" and "CONTRACTOR NUMBER," are provided for the identifying numbers.
- The term date is normally established by fiscal year (July 1 – June 30), however, a multi-year Agreement may be established.
- The encumbrance amount of your Agreement will be estimated based upon the DTS' current rate schedule, which can be viewed at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.

### **EXHIBIT A - STATEMENT OF WORK**

### **EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**

- The DTS will render invoices monthly in arrears and the Customer agrees to pay monthly upon receipt of invoice.

### **EXHIBIT C - GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY AGREEMENTS**

### **EXHIBIT D - SPECIAL TERMS AND CONDITIONS**

### **EXHIBIT E - ALTERATIONS TO AGREEMENT**

- If this Exhibit is to be included in the Agreement, check the appropriate box on STD 213.
- Proposed alterations to the Agreement are subject to negotiation and approval by both parties.
- Include form Exhibit E only if alterations are proposed.

### **EXHIBIT F - SECURITY COMPLIANCE STATEMENT**

- The customer Information Security Officer or designee is required to complete and sign the Security Compliance Statement. This exhibit must be signed before submitting the IAA renewal package. Lack of such documentation will result in a delay of execution.

### **EXHIBIT G – CUSTOMER COMPLETION FORM**

- Contact information must be provided to the DTS for recordkeeping purposes.
- The completion of Funding Inquiry is required in order to maintain funding information.
- The completion of Operational Recovery Inquiry is critical information to the DTS for planning and meeting customer demand/requirements for these essential services.

### **EXHIBIT H - SERVICE STANDARDS AND SERVICE LEVEL AGREEMENT**

The DTS has established Service Standards and Service Level Agreements (SLAs) outlining the levels of service that will be delivered under this Agreement. These SLAs are hereby incorporated by reference, as if fully set forth herein. The SLA may be periodically modified or amended by the DTS. Customers will be notified of any such changes. Modifications and/or amendments will be posted on the DTS web page with a revision date at:

<http://www.servicecatalog.dts.ca.gov>.

**ALTERATIONS TO AGREEMENT – STD 213 TERMS AND CONDITIONS\***

**\*Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this Agreement.**

# STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	STATE AGENCY NUMBER
	CONTRACTOR NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME <b>DEPARTMENT OF TECHNOLOGY SERVICES</b>	(hereafter called State)
CONTRACTOR'S NAME	(hereafter called Contractor)

2. The term of this Agreement is: 07/01/2008 Through

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Exhibit A – Statement of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
*Exhibit C – GTC-307	
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Alterations to Terms and Conditions (if applicable)	<input type="checkbox"/> Check box if attached
Exhibit F – Security Compliance Statement	1 page
Exhibit G – Customer Completion Form	1 page
Exhibit H* – Service Standards and Service Level Agreement	

This document can be viewed at: <http://www.servicecatalog.dts.ca.gov>

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> <b>Department of General Services</b> Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		<b>Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.</b>
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>DEPARTMENT OF TECHNOLOGY SERVICES</b>		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>M. SCRUGGS, Chief, Administrative Services Branch</b>		
ADDRESS <b>P.O. Box 1810, Rancho Cordova, CA 95741-1810</b>		

**STATEMENT OF WORK**

1. This Agreement is entered into by and between \_\_\_\_\_ (hereinafter referred to as the "Contractor") and the State of California (hereinafter referred to as the "Department of Technology Services" or the "DTS") for the Contractor to obtain information technology services, materials or equipment. This Agreement specifies by whom the work shall be performed and the time for performance, including the date of completion, if applicable. If not set forth in the Agreement with sufficient specificity, this Agreement shall be augmented through the DTS' Service Request (SR) process with any resulting mutually agreed upon contractual terms becoming a part of this Agreement, as if fully set forth herein. The Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) 8752-8752.1 and Section 3.03 of the State Contracting Manual.
2. The DTS agrees to:
  - A. Provide efficient and effective services to the above-named Contractor. In addition, the DTS is committed to provide a high level of quality services. In order to achieve these goals and to ensure a clear understanding of the Contractor's business requirements, the DTS provides Customer Representatives to:
    - (1) Maintain a continual working relationship with the Contractor.
    - (2) Coordinate joint development of work plans.
    - (3) Develop partnerships to reach shared objectives.
  - B. The DTS management is also available to consult with contractors to assist them in developing strategies for future information technology projects.
3. The Contract Managers during the term of this Agreement are listed in Exhibit G.

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. GENERAL CONTRACTOR OBLIGATIONS**

- A.** Return completed Fiscal Year Agreement renewal package to the Department of Technology Services (DTS) no later than June 1, 2008. In the event a Contractor does not return a completed Agreement renewal package during the required time frame, the DTS will escalate the matter with the Contractor. Any costs incurred by the DTS on behalf of the Contractor after the expiration date will be billed to the Contractor with full payment due within 30 calendar days.
- B.** Contractors must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to the DTS via a Service Request form (DTS 098), which is available on DTS' web site at: [http://www.dts.ca.gov/custguide/DTS\\_Customer\\_Guide.htm](http://www.dts.ca.gov/custguide/DTS_Customer_Guide.htm). The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C.** Contractors are required to submit payments for services billed at the specified rates. Payment must be received within 90 calendar days of receipt of invoice. After 90 calendar days, the DTS will escalate payment issues with the Contractor. Use of services and goods provided by the DTS to the Contractor constitutes an obligation, which must be paid.
- D.** In the event the Contractor utilizes, requires, accepts or requests services that exceeds the amount authorized by this Agreement, the Contractor is responsible for all charges incurred, and shall agree to amend this Agreement, in writing, to provide payment to the DTS to the extent services have been provided. Such payment for services incurred beyond the amount authorized by this Agreement shall be made payable on or before the agreement expiration date. If, after the conclusion of the subject Agreement period, it is determined that monies above and beyond that which was authorized by this Agreement are owed to the DTS for services received by the Contractor, the Contractor shall amend the Agreement, agreeing to pay the outstanding amount in full, no later than 60 calendar days from discovery of the outstanding payment due.

### **2. INVOICING**

- A.** Upon receipt of appropriate invoices for services rendered in accordance with this Agreement, the Contractor agrees to compensate the DTS for services billed in accordance with the rates specified herein.
- B.** Invoices shall include the DTS Agreement Number, and shall be submitted in duplicate not more frequently than monthly in arrears to the billing address identified in Exhibit G.

### **3. PAYMENT TERMS**

- A.** Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B.** The cost of performance is based upon the DTS' Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from the DTS. These rates may be viewed on the DTS' web site at: <http://www.dts.ca.gov/customers/rates.asp?key=23>.
- C.** Contractor agrees to pay DTS monthly upon receipt of invoice. DTS will issue monthly invoice in arrears to the Contractor.

### **4. CONTRACTOR RESPONSIBILITY**

It will be the responsibility of the Contractor to notify the DTS in writing within five (5) State business days after receipt/installation of goods or services from another agency/vendor (i.e., equipment, telecommunication lines, software products). Such notification shall be sent to:

Department of Technology Services  
Warehouse Receiving  
[warehousereceiving@dts.ca.gov](mailto:warehousereceiving@dts.ca.gov)

**GENERAL PROVISIONS FOR INFORMATION TECHNOLOGY NON-STATE AGREEMENTS**

1. **Approval:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **Audit:** The entity accepting work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits (BSA), or their designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000.00. The department performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **Payment:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
4. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **Sub-contracting:** All sub-contracting must comply with the requirements of the State Contracting Manual Section 3.06.
6. **Advance Payment:** The parties to this Agreement may agree to the advancing of funds as provided in Government Code sections 11257 through 11263.
7. **Disputes:** The department performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **Timeliness:** Time is of the essence in this Agreement.

## **SPECIAL TERMS AND CONDITIONS**

### **1. AUTHORITY TO ENTER INTO AGREEMENT**

Contractor hereby warrants and represents that it has the budget and project approvals necessary for the DTS services covered under this Agreement. Contractor further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Contractor to fund the expenditures for the DTS services covered under this Agreement. Contractor acknowledges that it is acting in an independent capacity in signing this Agreement and not as agents or employees of the DTS.

### **2. CONFIDENTIALITY**

Based on the specific requirements and intent of Government Code sections 11792-11794, et seq., and sections 4840, et seq., of the State Administrative Manual, the DTS hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that the DTS manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Contractor and is made available to the DTS in order to carry out this Agreement, will be protected by the DTS from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Contractor. The identification of all such confidential data and information, as well as the Contractor's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to the DTS by the Contractor. The Contractor will have the opportunity to review security procedures that are relevant to its data. Upon written request from the Contractor, the DTS will provide instructions and limited assistance to implement the necessary level of data security without charge. If the Contractor does not provide the DTS with any unique or special procedural requirements for the protection of its data, the Contractor will be deemed to have accepted the security procedures used by the DTS. Instructions and/or assistance in excess of four (4) hours in any one month will be charged at the consultant rate itemized in the rate schedule for the DTS services.

### **3. EXAMINATION AND AUDIT**

In accordance with Government Code section 8546.7, the DTS and the Contractor jointly agree that the BSA will have the right to review, obtain and copy all records pertaining to performance of the Agreement. The DTS and Contractor agree to provide or otherwise make available to the BSA any relevant information requested, and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this Agreement. The DTS and the Contractor further agree to maintain such records for a period of three (3) years after final settlement under the Agreement.

### **4. COPYRIGHT INFRINGEMENT**

Pursuant to Executive Order S-16-04 and section 4841.7 of the State Administrative Manual, the Contractor acknowledges that the use of licensed products in violation of a valid licensing Agreement could subject the DTS to third-party lawsuits. The Contractor agrees, therefore, that it will not duplicate, copy, or otherwise reproduce any proprietary software products supplied pursuant to this Agreement without the express written consent of the owner of the software. The Contractor further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. The Contractor further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event the DTS is sued by a third-party as a result of the Contractor's misuse of any proprietary materials or products supplied under this Agreement, the Contractor agrees to indemnify, defend and hold harmless the Department of Technology Services from any and all claims and losses regarding the Contractor's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this Agreement. If litigation arises as a result of the Contractor's breach of these obligations, the Contractor will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by the DTS in defense or settlement of the legal action or proceeding.

## **5. UNSUPPORTED SOFTWARE**

The DTS is not responsible for license, service, and/or support issues related to software in the Contractor systems, unless the DTS is the licensee of the software products. The Contractor agrees to maintain appropriate licenses and service and support arrangements for the systems or applications owned or maintained by the Contractor; all enterprise-wide systems, which include hardware, operating systems; application software (if applicable); security systems; and, software licenses for all systems and services. The DTS is neither responsible nor liable for damages resulting from the Contractor's decision to use unlicensed or unsupported software.

## **6. LIMITATION OF LIABILITY**

The DTS shall not be liable for any activity involving the Contractor's installation of the product, the Contractor's use of the product, or the results obtained from such use. The DTS shall not be liable for any unauthorized access to the Contractor data or any unauthorized disclosure of the Contractor data resulting from the Contractor's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to the Contractor data, or any unauthorized disclosure of the Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

In no event shall the DTS be liable to the Contractor for consequential damages, even if notification has been given as to the possibility of such damages.

## **7. DIGITAL CERTIFICATE SERVICES INDEMNITY**

To the extent that this Agreement involves digital certificate services, the Contractor shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by the DTS. The Contractor acknowledges that the DTS has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. The Customer is a third-party beneficiary of the underlying contracts and the DTS vendor contracts provide that, as a third party beneficiary, the Customer has the right to sue the service vendor for any default or breach in the performance of the contract. In the event the Customer wishes to pursue a legal claim against the service vendor and the Customer elects to have the DTS represent it in any legal proceedings, the Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or any other similar claim for injury or loss, arising from the Customer's use of any digital certificate services provided by the DTS under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

## **8. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY**

To the extent that this Agreement involves Virtual Private Network (VPN) services, the Contractor shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this Agreement. The Contractor acknowledges that the DTS has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. The Customer is a third-party beneficiary of the underlying contracts and the DTS vendor contracts provide that, as a third party beneficiary, the Customer has the right to sue the service vendor for any default or breach in the performance of the contract. In the event the Customer wishes to pursue a legal claim against the service vendor and the Customer elects to have the DTS represent it in any legal proceedings, the Customer shall indemnify, defend and hold the DTS harmless from any and all claims for invasion of privacy, improper release, dissemination, or any other similar claim for injury or loss, arising from the Customer's use of any VPN services provided by the DTS under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of the DTS, its officers, employees or agents.

## **9. FUNDING INQUIRY**

The DTS is required by the Department of Finance and the Federal Department of Health and Human Services to maintain funding information for state federal audits. (*See Exhibit G for department information.*)

## **10. OPERATIONAL RECOVERY INQUIRY**

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS' Operational Recovery Coordinator and are based on agency individual requirements.

In order to provide for the emergency restoration of the Contractor's systems in the event of a disaster, the Contractor must separately subscribe to the Operational Recovery Services offered by the DTS. If the Contractor has not subscribed to these Operational Recovery Services, the Contractor's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Contractor's systems in the event of a disaster. (*See Exhibit G for department information.*)

## **11. RETENTION AND PURGING OF ELECTRONIC DATA FOR PURPOSES OF DISCOVERY**

The Contractor shall contact the DTS, in writing, with instructions regarding the retention and purging of electronic data. As the repository of the Contractor's electronic data, the DTS has no control over the retention and purging of said data, beyond that which the Contractor specifically directs.

Should the Contractor become involved in litigation, or the Contractor informs the DTS that litigation is reasonably foreseeable and that all electronic data from that point forward must be retained (and/or any previous electronic data restored), it is the Contractor's sole responsibility to give written instructions to the DTS including, but not limited to, a clear and concise description of the data to be stored; the manner in which the electronic data is to be stored; the period for which the electronic data is to be stored, and whether or not back up tapes are to be made. Further, it is the Contractor's sole responsibility to contact the DTS, in writing, and advise when said documentation is to be destroyed. Upon completion of said purging, the DTS shall send a letter to the Contractor confirming destruction of the described data.

Should the Contractor's electronic data be subject to a Public Records Act request to produce electronic data or to produce documents in an electronic format it is (as set forth in Government Code section 6250 et. seq.), the Contractor's sole responsibility to communicate with the requestor, and to produce said documents at its own costs and expense. It is in the Contractor's discretion to determine if the DTS' services are desired or necessary to extract information responsive to the PRA request that may be stored electronically and, therefore, to retain the DTS for such services in a separate agreement.

## **SECURITY COMPLIANCE STATEMENT**

**The contractor Information Security Officer or designee is required to complete and sign the Security Compliance Statement.**

The DTS provides for the integrity and security of Contractor information assets and complies with the policies as set forth in the State Administrative Manual sections 4840-4845. Entities requesting to connect their networks or their network devices to the DTS network or resources accessible on the DTS' network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to the DTS or a resource accessible on the DTS' network.

- A. Firewalls** - This requirement provides a reliable mechanism to help protect the DTS and its contractors' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.
- **Definition** - A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
  - **Requirements** - Any network used by a contractor to connect to the DTS information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The Contractor shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms and circuit-level gateways.
- B. Physical Security** - This requirement ensures that the hardware that permits network access to the DTS is adequately protected to prevent harm to the physical components that enable connectivity between the Contractor's network and the DTS.
- **Definition** - Physical security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.
  - **Requirements** - Physical access to network components, servers and data storage components used in conjunction with access to the DTS information resources should be limited to the appropriate designated staff responsible for implementing and maintaining the components.
- C. Access Control** - This requirement ensures that policies, procedures and technology mechanisms are in place for the DTS' contractors only to limit access to the DTS' network and the information resources in the DTS' custody to those authorized individuals or entities.
- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors; and to allow access by those contractors while preventing access by others.
  - **Requirements** - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under the DTS' custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

**The DTS is requiring Security Compliance for audit purposes.**

- ☐ Contractor is in full compliance with the aforementioned security requirements.
- ☐ Contractor is not in full compliance, however, it will contact the DTS' Information Security Office at (916) 739-7697 to develop a plan of action for compliance with the security requirements.
- ☐ Not Applicable - Contractor does not have a network connection to the DTS.

\_\_\_\_\_  
**Information Security Officer Signature**

\_\_\_\_\_  
**Date**

### **CUSTOMER COMPLETION FORM**

**DEPARTMENT OF TECHNOLOGY SERVICES: (See Exhibit A, Page 1, Item 3)**

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
DTS IAA COORDINATOR ADMINISTRATIVE SERVICES BRANCH Y-18	CUSTOMER RELATIONS BRANCH
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 739-7514 FAX (916) 451-0780 EMAIL: iaacoordinator@ds.ca.gov	PHONE: (916) 464-3967 FAX (916) 464-4287

**CONTRACTOR:**

CONTRACT ANALYST:	BILLING CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX EMAIL:	PHONE: FAX : EMAIL :
CONTRACT ADMINISTRATOR	TECHNICAL CONTACT:
ADDRESS:	ADDRESS:
PHONE: FAX EMAIL:	PHONE: FAX : EMAIL :

**FUNDING INQUIRY (See Exhibit D, Page 2 of 3, Item 9)**

The DTS is required by the Department of Finance and the Federal Department of Health and Human Services to maintain funding information for state and federal audits.

- |   |           |          |
|---|-----------|----------|
| A. Does your agency/company receive any federal funds?              | Yes _____ | No _____ |
| B. If yes, does funding for this IAA contain any federal funds?     | Yes _____ | No _____ |
| C. If yes, what dollar amount received by the DTS is federal money? | \$ _____  |          |
| D. From which fund? _____   |           |          |

**OPERATIONAL RECOVERY INQUIRY (See Exhibit D, Page 2 of 3, Item 10)**

The DTS offers Operational Recovery Hot Site Services. Quotations for this service will be provided by the DTS's Operational Recovery Coordinator and are based on agency individual requirements.

- |   |            |          |
|---|------------|----------|
| A. Does your agency plan to use this service during the term of this Agreement? | Yes _____  | No _____ |
| B. If yes, are funds included in this IAA for these services?                   | Yes _____  | No _____ |
| C. If no, when will the IAA be amended to add funds for these services?         | Date _____ |          |

In order to provide for the emergency restoration of the Contractor's systems in the event of a disaster, the Contractor must separately subscribe to the Operational Recovery Services offered by the DTS. If the Contractor has not subscribed to these Operational Recovery Services, the Contractor's operations may not be restored for a significant length of time and the DTS will not be responsible for the proper operation of the Contractor's systems in the event of a disaster.

**SERVICE STANDARDS AND SERVICE LEVEL AGREEMENT**

Service Level Agreements as described in the DTS Service Catalog ([servicecatalog.dts.ca.gov](https://servicecatalog.dts.ca.gov)) are hereby incorporated by reference as if fully set forth within this Agreement. SLAs may be periodically modified or updated by the DTS; customers will be notified of any such changes.